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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

FARMERS INSURANCE COMPANY

Plaintiff,

v.

WESCO INSURANCE COMPANY
and DOES 1 through 10,

Defendant.

CASE NO.

**NOTICE OF REMOVAL OF
ACTION UNDER 28 U.S.C. § 1441
(DIVERSITY)**

Complaint Filed: August , 2022
Trial: TBD

TO THE COURT AND ALL INTERESTED PARTIES:

PLEASE TAKE NOTICE that Defendant Wesco Insurance Company (“Wesco” or “Defendant”) hereby removes to this Court the state court action described below:

1. On August 8, 2022, an action was commenced in the Superior Court of the State of California for the County of Los Angeles, entitled *Farmers Insurance Exchange v. Wesco Insurance Company*, Case Number 22CMCV00262 (“State Court Action.”) A true and correct copy of the Complaint in the State Court Action (“Complaint”) is attached hereto as **Exhibit “1.”**

2. On August 17, 2022, Farmers Insurance Company (“Plaintiff”) personally

1 served copies of the Summons, Civil Case Cover Sheet, Civil Case Cover Sheet
 2 Addendum and Statement of Location and Complaint for Equitable Contribution on
 3 AmTrust, the third party risk manager for Wesco. A true and correct copy of the
 4 above referenced documents excluding the complaint (**Exhibit “1”**) are attached
 5 hereto as **Exhibits “2”, “3” and “4.”**

6 3. Defendant removes the action to the Central District because the State Court
 7 Action is pending in the Los Angeles Superior Court located in the Compton Branch.

8 4. This action is a civil action of which this Court has original jurisdiction
 9 under 28 U.S.C. § 1332, and is one that may be removed to this Court by Defendant
 10 pursuant to the provisions of 28 U.S.C. § 1441 in that it is a civil action between
 11 citizens of different states and the matter in controversy exceeds the sum of
 12 \$75,000.00.

13 5. Plaintiff is, and at all relevant times was, an inter-insurance or reciprocal
 14 exchange formed under the laws of California and licensed to do business and doing
 15 business in the State of California.

16 6. Defendant is, and at all relevant times was, an insurance company
 17 incorporated in Delaware with its principal place of business in New York, and is
 18 duly authorized to and engaged in the business of issuing policies in the State of
 19 California.

20 7. Plaintiff seeks in excess of \$135,000.00 from Defendant, which represents
 21 the full amount of indemnity that Plaintiff paid on behalf of its named insured, Lake
 22 Terrace, in an underlying lawsuit entitled *McCann v. Lake Terrace Condominium*
 23 *Association.*, Case No. 18STCV01884 (“Underlying Action”), which satisfies the
 24 \$75,000 amount in controversy requirement in 28 U.S.C. § 1332. (See true and copy
 25 of E-Mail from Farmer’s Counsel, Gary Selvin dated February 28, 2022 to the
 26 undersigned marked as **Exhibit “5”** and incorporated herein by this reference
 27 wherein counsel states that Farmers is seeking \$137,500 reimbursement from Wesco.)

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